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April 19, 2001

OFFICE OF THE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

01-00377

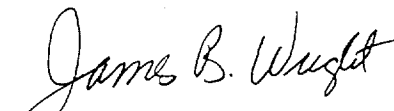
Re: Petition for approval of Resale Agreement between
United Telephone-Southeast and Direct-Tel USA

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a Resale Agreement between United Telephone-Southeast, Inc. and Direct-Tel USA, LLC.

Also enclosed are two checks for \$25.00 for the filing fee for each company. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,


James B. Wright

JBW:sm

Enclosures

cc: Dennis Wagner
Laura Sykora
Kaye Odum
Ronald Kaplan
Vincent Williams (w/encl.)

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of a Resale)
Agreement Negotiated between United) Docket No. 01-00377
Telephone-Southeast, Inc. and Direct-Tel)

PETITION

United Telephone-Southeast, Inc. ("United") files this request for approval of a Resale Agreement (the "Agreement") negotiated between United and Direct-Tel USA, LLC. ("Direct-Tel") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). The Agreement adopts the resale agreement entered into between United and Cat Communications International, Inc., which agreement was approved by the Tennessee Regulatory Authority on April 17, 2001. In support of this request, United shows the following:

1. United and Direct-Tel have successfully negotiated the Agreement which provides for the purchase of United's telecommunications services by Direct-Tel for the purpose Direct-Tel's resale to end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and Direct-Tel within 90 days of its submission. The Act provides that the TRA may

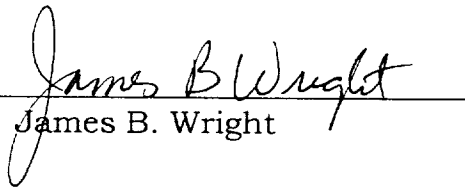
only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,
United Telephone-Southeast, Inc.

By: 
James B. Wright

This 19th day of April, 2001

Resale Agreement

This Resale Agreement ("Agreement") between Direct-Tel USA, LLC., ("CLEC") and United Telephone Company – Southeast, Inc. ("Sprint"), herein collectively, "the Parties", is entered into and effective this 9th day of January, 2001 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Resale Agreement for the State of Tennessee entered into by and between Sprint and Cat Communications International, Inc. d/b/a CCI, including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until December 14, 2002.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To: Ronald Kaplan
1701 W Hillsboro Blvd
Ste 205
Deerfield Beach FL 33442

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251


PARTIES


Direct-Tel USA, LLC. is hereby substituted in the Adopted Agreement for Cat Communications International, Inc. d/b/a CCI. and Sprint shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

Direct-Tel USA, LLC.

By: 

By: 

Name: William E. Cheek

Name: Ronald Kaplan

Title: VP-Sales & Account Mgmt

Title: President

Date: 1/18/00

Date: 1/16/01